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Attorneys for Plaintiff
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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Celgene Corporation and Anthrogenesis Corporation t/a LifebankUSA,	
Plaintiffs,	**Civil Action No.: _____**
v.	
Americord Registry LLC and Martin Smithmyer, individually,	**JURY TRIAL DEMANDED**
Defendants.	

COMPLAINT

Plaintiffs Celgene Corporation and Anthrogenesis Corporation t/a LifebankUSA (collectively hereinafter referred to as "Celgene"), by and through its undersigned attorneys for their complaint against defendants Americord Registry, LLC ("Americord") and Martin Smithmyer, in his individual capacity ("Smithmyer") (collectively hereinafter referred to as "Americord Defendants"), allege as follows:

Parties

1. Plaintiff Celgene Corporation is a Delaware corporation with a place of business at 86 Morris Avenue, Summit, New Jersey 07901.

2. Plaintiff Anthrogenesis Corporation t/a LifebankUSA is a wholly owned subsidiary of Celgene Corporation with a place of business at 45 Horsehill Road, Suite 106, Cedar Knolls, New Jersey 07927.

3. Defendant Americord Registry LLC is a Delaware limited liability corporation with a place of business at 224 Madison Avenue, Suite 2770, New York, New York, 10016.

4. Defendant Martin Smithmyer is an individual who works at 224 Madison Avenue, Suite 2770, New York, New York, 10016 and is the President and Managing Member of Americord Registry, LLC.

Jurisdiction and Venue

5. This action arises under the Acts of Congress relating to the copyright laws of the United States, Title 17 U.S.C. §§ 101 *et seq.*, under the Lanham Act, Title 15 U.S.C. § 1051, *et seq.*, and common law. As such, this court has subject matter jurisdiction under the provisions of Title 28 U.S.C. §§ 1331 and 1338 because this action involves federal questions of law. A substantial part of the events giving rise to this action have occurred and continue to occur in this judicial district. As such, the Americord Defendants should reasonably expect that their activities might have consequences herein.

6. This Court has original jurisdiction over the claims brought under federal law pursuant to 28 U.S.C. §§ 1331 and 1338(b) and 15 U.S.C. § 1121.

7. This court has supplemental jurisdiction over the claims brought under the common law pursuant to 28 U.S.C. § 1338(b) and § 1367(a).

8. The Americord Defendants are subject to this Court's personal jurisdiction because, on information and belief, (1) they do substantial business in this district; and (2) they

regularly solicit business from, do business with, and derive revenue from goods and/or services provided to customers in this district.

9. Venue is proper in this judicial district pursuant to Title 28 U.S.C. §§ 1391 (b) (2) and (c) and 1400.

Background as to Celgene's Business and Its Intellectual Property

10. Celgene is a global biopharmaceutical company committed to improving the lives of patients by focusing on the discovery, the development, and the commercialization of products.

11. Celgene is the owner of LifebankUSA, the only FDA registered, and the first cord blood bank to bank both placenta-derived stem cells and cord blood and the first company to release placenta-derived stem cells for a successful transplant. On its website, lifebankusa.com, LifebankUSA represents that it is the first in placental and cord blood banking.

12. The placenta, umbilical cord, and the blood that flows through them help sustain a baby's life during pregnancy. They also have great value after birth. The stem cells from the placenta and the cord blood can be banked so that if the child or a close blood relative needs them to treat an illness, the stem cells would be available. The placenta and the cord blood can only be collected at birth.

13. Celgene is the owner of a copyright in and to the LifebankUSA website at www.lifebankusa.com.

14. On March 26, 2010, Celgene filed for federal copyright protection in the lifebankusa.com website. United States Copyright Registration No. TX 7-243-699, entitled lifebankusa.com (March 2010), was duly and legally issued to Celgene, effective March 26, 2010. A true and correct copy of the copyright registration is marked as Exhibit A.

15. As the owner of the United States Copyright Registration No. TX 7-243-699 of the lifebankusa.com website, Celgene has the exclusive right to reproduce, distribute, display, and prepare derivative works based on the copyrighted work. 17 U.S.C. §§ 106 and 113.

16. Celgene's federal copyright Registration No. TX 7-243-699 is *prima facie* evidence of the validity of the copyright and of the facts stated in the certificate. 17 U.S.C. § 410(c).

17. Celgene is also owner of a copyright in and to a document entitled LifebankUSA Single Birth Participation Agreement. The LifebankUSA Single Birth Participation Agreement is an original work of authorship created solely by Celgene at least as early as 2007. A true and correct copy of the LifebankUSA Single Birth Participation Agreement is marked as Exhibit B.

18. On November 24, 2010, Celgene filed for federal copyright protection in the LifebankUSA Single Birth Participation Agreement. A true and correct copy of the copyright application is marked as Exhibit C.

19. Celgene's efforts to market its placental and cord blood banking services in connection with LifebankUSA and its website, lifebankusa.com, have resulted in significant sales. Moreover, Celgene has developed significant goodwill therein and LifebankUSA and its website, lifebankusa.com, have become associated in the minds of the public with Celgene.

Background as to the Americord Defendants' Unlawful Conduct

20. On October 19, 2010, the Americord Defendants released a false and misleading press release entitled "Americord Registry Becomes First Blood Bank to Offer Placenta Preservation, Advancing Cord Blood Stem Cell Therapy Options." The October 19, 2010 press release also stated that "Americord unveils First Ever Placenta Stem Cell Preservation Service for Expecting Parents, Advancing Therapy Options for Life-Threatening Diseases to Adults." A true and correct copy of the October 19, 2010 press release is marked as Exhibit D.

21. Celgene, through LifebankUSA, first offered placenta stem cell preservation services to the public at least as early as 2006.

22. The October 19, 2010 press release additionally represented that "Americord Registry is the first cord blood bank to offer Cord Plus, or cryogenic placenta stem cell preservation." *See* Exhibit D.

23. As is clearly explained on its website, lifebankusa.com, Celgene, through LifebankUSA, was the first to offer cryogenic placenta stem cell preservation services.

24. Additionally, the Americord Defendants, on their website, cordadvantage.com, represented that: "Americord is the only company that harvests stem cells from umbilical cord blood."

25. In fact, LifebankUSA was the first cord blood bank to bank both placenta-derived stem cells and cord blood.

26. Celgene demanded that the Americord Defendants cease and desist from falsely representing, on the cordadvantage.com website and elsewhere, that "Americord is the only company that harvests stem cells from umbilical cord blood".

27. Although the Americord Defendants agreed to discontinue making false and misleading representations about Americord, and expressly agreed that they would not represent that Americord was the only company to harvests stem cells from umbilical cord blood, they have failed to do so.

28. In fact, currently, the Americord Defendants, on their website, cordadvantage.com, now represent that: "Americord is the only company **headquartered in New York City** that harvests stem cells from umbilical cord blood." (Emphasis added). This statement is deliberately and wilfully misleading.

29. Further, on April 18, 2011, the Americord Defendants released another false and misleading press release entitled "Americord Registry Announces 'Bank One, Give One' Cord Blood Program to Benefit Families in Need in the New York Area." The April 18, 2011 press release also stated that "Americord Registry is a pioneer in cord blood and placenta stem cell preservation . . . [f]ounded in 2008 . . . ." A true and correct copy of the April 18, 2011 press release is marked as Exhibit E.

30. The Americord Defendants have additionally utilized Celgene's copyrighted material, without authorization or consent.

31. The Americord Defendants have used, without authorization, a document entitled "Americord Registry LLC – Single Birth Participation Agreement" that is substantially similar, if not identical, to Celgene's copyrighted "Single Birth Participation Agreement". A true and correct copy of the Americord Registry LLC – Single Birth Participation Agreement is marked as Exhibit F. *Compare* Exhibit B with Exhibit F.

32. The Americord Defendants' misrepresentations are undermining Celgene's brand identity and the positive public perception of LifebankUSA as the first cord blood bank to bank both placenta-derived stem cells and cord blood and the first company to release placenta-derived stem cells for a successful transplant. Celgene's goodwill is extremely valuable to Celgene.

33. The Americord Defendants have not received authorization, nor obtained a license, from Celgene to use any of Celgene's copyrighted materials. Similarly, Celgene has not acquiesced to the Americord Defendants' use of Celgene's copyrighted materials.

34. Since October of 2010, Celgene has requested that the Americord Defendants clarify their erroneous, false and misleading misrepresentations and permanently discontinue any and all use of Celgene's copyrighted materials.

35. Despite receiving notice of their infringing activities, the Americord Defendants have continued their willfully false and misleading misrepresentations and copyright infringement.

36. Such activities are likely to cause confusion or mistake among prospective consumers and to which entity is the first cord blood bank to bank both placenta-derived stem cells and cord blood and the first company to release placenta-derived stem cells for a successful transplant.

37. The Americord Defendants' willful misrepresentations constitute unfair competition and false advertising.

COUNT I -- COPYRIGHT INFRINGEMENT

38. Celgene repeats and re-alleges, and incorporates by reference, the foregoing paragraphs as though the same were fully set forth at length herein.

39. This cause of action for copyright infringement arises under the copyright laws of the United States, Title 17, U.S.C. § 101 *et. seq.*

40. Celgene is the owner of a copyright in and to a document entitled LifebankUSA Single Birth Participation Agreement. The LifebankUSA Single Birth Participation Agreement is an original work of authorship created solely by Celgene at least as early as 2007. *See* Exhibit B.

41. On November 24, 2010, Celgene filed for federal copyright protection in the LifebankUSA Single Birth Participation Agreement. *See* Exhibit C.

42. The Americord Defendants had access to the LifebankUSA Single Birth Participation Agreement.

43. The Americord Defendants copied and/or created derivatives of significant portions of the LifebankUSA Single Birth Participation Agreement. The Americord Defendants' Single Birth Participation Agreement is substantially similar to the LifebankUSA Single Birth Participation Agreement. *Compare* Exhibit B with Exhibit F.

44. The Americord Defendants are not a licensee of the LifebankUSA Single Birth Participation Agreement at issue in this case.

45. The Americord Defendant have never pursued licensing discussions with Celgene related to the LifebankUSA Single Birth Participation Agreement or engaged in any discussions related to any other intellectual property.

46. By the actions alleged above, the Americord Defendants have infringed, and will continue to infringe, Celgene's copyright in the LifebankUSA Single Birth Participation Agreement as protected under 17 U.S.C. § 101 *et. seq.*

47. Upon information and belief, the Americord Defendants' distribution of the Americord Defendants' Single Birth Participation Agreement as complained of herein has been willful and deliberate.

48. Upon information and belief, the Americord Defendant will continue to infringe the LifebankUSA Single Birth Participation Agreement unless restrained by this Court.

49. Upon information and belief, the Americord Defendants have sold or distributed their infringing Single Birth Participation Agreement directly to Celgene's customers and potential customers.

50. Celgene believes that it has suffered damages, and will continue to suffer serious and substantial damages resulting from the Americord Defendants' acts of copyright infringement, including irreparable injury for which there is no adequate remedy at law.

51. Celgene's actual damages from the aforesaid unlawful actions of the Americord Defendants, including lost profits, to the extent ascertainable, have not yet been determined. Alternatively, Celgene is entitled to, and may elect to pursue, statutory damages.

52. Celgene seeks attorney's fees and costs given the willful infringement of the Americord Defendants.

COUNT II – FEDERAL UNFAIR COMPETITION

53. Celgene repeats and re-alleges, and incorporates by reference, the foregoing paragraphs as though the same were fully set forth at length herein.

54. On October 19, 2010, the Americord Defendants released a false and misleading press release entitled "Americord Registry Becomes First Blood Bank to Offer Placenta Preservation, Advancing Cord Blood Stem Cell Therapy Options." The October 19, 2010 press release also stated that "Americord unveils First Ever Placenta Stem Cell Preservation Service for Expecting Parents, Advancing Therapy Options for Life-Threatening Diseases to Adults." *See* Exhibit D.

55. Celgene, through LifebankUSA, first offered placenta stem cell preservation services to the public at least as early as 2006.

56. The October 19, 2010 press release additionally represented that "Americord Registry is the first cord blood bank to offer Cord Plus, or cryogenic placenta stem cell preservation." *See* Exhibit D.

57. As is clearly explained on its website, lifebankusa.com, Celgene, through LifebankUSA, was the first to offer cryogenic placenta stem cell preservation services.

58. Additionally, the Americord Defendants, on their website, cordadvantage.com, represented that: "Americord is the only company that harvests stem cells from umbilical cord blood."

59. In fact, LifebankUSA was the first cord blood bank to bank both placenta-derived stem cells and cord blood.

60. Celgene demanded that the Americord Defendants cease and desist from falsely representing, on the cordadvantage.com website and elsewhere, that "Americord is the only company that harvests stem cells from umbilical cord blood".

61. Although the Americord Defendants agreed to discontinue making false and misleading representations about Americord, and expressly agreed that they would not represent that Americord was the only company to harvests stem cells from umbilical cord blood, they have failed to do so.

62. In fact, currently, the Americord Defendants, on their website, cordadvantage.com, now represent that: "Americord is the only company **headquartered in New York City** that harvests stem cells from umbilical cord blood." (Emphasis added). This statement is deliberately and wilfully misleading.

63. Further, on April 18, 2011, the Americord Defendants released another false and misleading press release entitled "Americord Registry Announces 'Bank One, Give One' Cord Blood Program to Benefit Families in Need in the New York Area."

64. The April 18, 2011 press release represented that "Americord Registry is a pioneer in cord blood and placenta stem cell preservation." *See* Exhibit E.

65. The Americord Defendant's misleading and false representations sought to deceive consumers into erroneously believing that Americord was the first blood bank to offer placenta preservation.

66. The Americord Defendants' misleading and false representations are likely to cause confusion, or to cause mistake, or to deceive, causing great harm to Celgene's reputation and goodwill.

67. The Americord Defendants have unfairly competed with Celgene in interstate commerce and in this district by various acts, including their misleading and false representations. The misrepresentations made by the Americord Defendants constitute unfair competition to the substantial and irreparable injury of the public and of Celgene's marks, business reputation, and goodwill. 15 U.S.C. § 1125.

68. The activities of the Americord Defendants complained of herein constitute a willful and intentional tort, in derogation of Celgene's rights. Acts of unfair competition commenced and have continued in spite of the Americord Defendants' knowledge that their misleading and false representations were and are in contravention of Celgene's rights.

69. The Americord Defendants' conduct has caused and, if not enjoined, will continue to cause irreparable damage to the rights of Celgene in its business, reputation, and goodwill.

70. Celgene's damages from the aforesaid unlawful actions of the Americord Defendants, to the extent ascertainable, have not yet been determined.

71. Celgene seeks attorney's fees and costs given the willful conduct of the Americord Defendants.

72. Celgene seeks treble damages given the willful conduct of the Americord Defendants.

COUNT III – FALSE ADVERTISING

73. Celgene repeats and re-alleges, and incorporates by reference, the foregoing paragraphs as though the same were fully set forth at length herein.

74. This cause of action is for false advertising and designation of origin under 15 U.S.C. § 1125(a). The Americord Defendants have created a likelihood amongst consumers,

caused mistake, and/or deceived consumers into erroneously believing that Americord was the first blood bank to offer placenta preservation.

75. On October 19, 2010, the Americord Defendants released a false and misleading press release entitled "Americord Registry Becomes First Blood Bank to Offer Placenta Preservation, Advancing Cord Blood Stem Cell Therapy Options." The October 19, 2010 press release also stated that "Americord unveils First Ever Placenta Stem Cell Preservation Service for Expecting Parents, Advancing Therapy Options for Life-Threatening Diseases to Adults." *See* Exhibit D.

76. Celgene, through LifebankUSA, first offered placenta stem cell preservation services to the public at least as early as 2006.

77. The October 19, 2010 press release additionally represented that "Americord Registry is the first cord blood bank to offer Cord Plus, or cryogenic placenta stem cell preservation." *See* Exhibit D.

78. As is clearly explained on its website, lifebankusa.com, Celgene, through LifebankUSA, was the first to offer cryogenic placenta stem cell preservation services.

79. Additionally, the Americord Defendants, on their website, cordadvantage.com, represented that: "Americord is the only company that harvests stem cells from umbilical cord blood."

80. In fact, LifebankUSA was the first cord blood bank to bank both placenta-derived stem cells and cord blood.

81. Celgene demanded that the Americord Defendants cease and desist from falsely representing, on the cordadvantage.com website and elsewhere, that "Americord is the only company that harvests stem cells from umbilical cord blood".

82. Although the Americord Defendants agreed to discontinue making false and misleading representations about Americord, and expressly agreed that they would not represent that Americord was the only company to harvests stem cells from umbilical cord blood, they have failed to do so.

83. In fact, currently, the Americord Defendants, on their website, cordadvantage.com, now represent that: "Americord is the only company **headquartered in New York City** that harvests stem cells from umbilical cord blood." (Emphasis added). This statement is deliberately and wilfully misleading.

84. In addition, on April 18, 2011, the Americord Defendants released another false and misleading press release entitled "Americord Registry Announces 'Bank One, Give One' Cord Blood Program to Benefit Families in Need in the New York Area."

85. The April 18, 2011 press release represented that "Americord Registry is a pioneer in cord blood and placenta stem cell preservation." *See* Exhibit E.

86. The Americord Defendant's misleading and false representations sought to deceive consumers into erroneously believing that Americord was the first blood bank to offer placenta preservation.

87. Upon information and belief, the Americord Defendants had knowledge of the misleading and false nature of their representations.

88. Upon information and belief, the Americord Defendants knew that consumers would rely upon the misleading and false nature of their representations.

89. These actions of the Americord Defendants are likely to confuse, mislead, and deceive members of the public in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

90. The Americord Defendants' conduct has caused and, if not enjoined, will continue to cause irreparable damage to the rights of Celgene in its business, reputation, and goodwill.

91. Celgene's damages from the aforesaid unlawful actions of the Americord Defendants, to the extent ascertainable, have not yet been determined.

92. Celgene seeks attorney's fees and costs given the willful conduct of the Americord Defendants.

93. Celgene seeks treble damages given the willful conduct of the Americord Defendants.

COUNT IV -- UNJUST ENRICHMENT

94. Celgene repeats and re-alleges, and incorporates by reference, the foregoing paragraphs as though the same were fully set forth at length herein.

95. This cause of action arises under the common law.

96. By the acts and activities of the Americord Defendants complained of herein, the Americord Defendants have been unjustly enriched.

97. The Americord Defendants' conduct described above has caused and, if not enjoined, will continue to cause irreparable damage to the intellectual property rights of Celgene, and its business, reputation, and good will.

98. On information and belief, the Americord Defendants will continue to infringe Celgene's valuable intellectual property rights to the detriment of Celgene unless restrained by this Court.

99. Celgene has suffered and is continuing to suffer irreparable injury for which there is no adequate remedy at law.

100. Celgene's damages from the aforesaid unlawful actions of the Americord Defendants, to the extent ascertainable, have not yet been determined.

PRAYERS FOR RELIEF

WHEREFORE, Celgene prays for relief against the Americord Defendants as follows:

(1) That the Court preliminary and permanent enjoin and restrain the Americord Defendants, their officers, directors, agents, employees and all persons in active concert or participation with them who receives actual notice of the injunction, by personal service or otherwise, from doing, abiding, causing or abetting any of the following:

(a) infringing, inducing or contributing to the infringement of Celgene's intellectual property;

(b) engaging in any acts or activities directly or indirectly calculated to infringe Celgene's intellectual property;

(c) using in selling, offering for sale, promoting, advertising, marketing or distributing of press releases, articles, advertisements or marketing materials that infringe upon Celgene's rights; and

(d) otherwise competing unfairly with Celgene in any manner whatsoever.

(2) That the Court find that the Americord Defendants are infringing Celgene's intellectual property, are falsely advertising their services, are competing unfairly with Celgene, and otherwise have been unjustly enriched.

(3) That the Court Order the Americord Defendants to deliver up to Celgene for destruction, at the Americord Defendants' expense, all newsletters, articles, web site materials, literature, brochures, promotional materials, advertisements and other communications to the public in the possession or under the control of the Americord Defendants, and any other material or any representations that are or may infringe Celgene's intellectual property.

(4) That the Court Order the Americord Defendants to account for and pay to Celgene the damages to which Celgene is entitled as a consequence of the infringement.

(5) That the Court Order the Americord Defendants to account for and pay statutory damages, to which Celgene is entitled as a consequence of the infringement of Celgene's U.S. Copyright Registrations.

(6) That the Court Order the Americord Defendants to account for and to pay over to Celgene all damages suffered by Celgene as a result of the Americord Defendants' unfair competition.

(7) That the Court Order the Americord Defendants to account for and to pay over to Celgene all damages suffered by Celgene as a result of the Americord Defendants' false advertising.

(8) That the Court Order the Americord Defendants to account for and pay over to Celgene all profits received by the Americord Defendants from its unlawful acts, and for its unjust enrichment.

(9) That the Court enter an order placing reasonable but effective restrictions on the future transactions and activities of the Americord Defendants so as to prevent fraud on the Court and so as to ensure the capacity of the Americord Defendants to pay, and the prompt payment of, any judgment entered against the Americord Defendants in this action.

(10) That the Court award Celgene its compensatory, incidental, and consequential damages.

(11) That the Court award Celgene enhanced, treble, and/or punitive damages.

(12) That the Court award Celgene its reasonable attorney's fees and the costs of this action.

(13) That the Court grant Celgene such other relief as is just and proper.

DEMAND FOR JURY TRIAL

Celgene demands a trial by jury on all triable issues of fact.

Dated: April 27, 2011

Respectfully submitted by:

COZEN O'CONNOR

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Attorneys for Plaintiff Celgene Corporation

Exhibit A

Certificate of Registration

This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Marybeth Peters

Register of Copyrights, United States of America

Registration Number
TX 7-243-699

Effective date of registration:
March 26, 2010

Title

Title of Work: lifebankusa.com (March 2010)

Completion/ Publication

Year of Completion: 2010

Date of 1st Publication: March 24, 2010 **Nation of 1st Publication:** United States

Author

- **Author:** Celgene Corporation

Author Created: text, images

Work made for hire: Yes

Domiciled in: United States

Copyright claimant

Copyright Claimant: Celgene Corporation
86 Morris Avenue, Summit, NJ, 07901, United States

Certification

Name: Camille M. Miller

Date: March 26, 2010

Applicant's Tracking Number: CELG-0671/269777

Exhibit B

LifebankUSA

For Internal Use ONLY
LifebankUSA Barcode

Single Birth Participation Agreement

Single Birth Participation Agreement

The individuals named below and collectively referred to as "**Clients**," each desire, jointly and severally, to retain LifebankUSA pursuant to this Participation Agreement (this "**Agreement**") to provide the processing and storage services specified below and described in the Consent Form (the "**Services**") for stem cells collected from the umbilical cord and placenta after the birth of "**Child**."

Collection

LifebankUSA will send Clients a LifebankUSA collection kit after receiving this completed Agreement and the required payment. Clients will keep and maintain the kit with proper care, in accordance with LifebankUSA instructions. At and around the time of delivery, the physician or other health professional responsible for the childbirth (the "**Practitioner**"), in his or her sole professional judgment will collect the placenta, the blood from the umbilical cord and placenta (the "**cord blood**"), and a blood sample drawn from the birth mother's arm. In accordance with LifebankUSA instructions, the Practitioner will assure that they are packaged and labeled in collection kit containers and that the containers are sealed in the collection kit box. LifebankUSA will not be responsible for any fees Practitioner may charge for providing this service. Practitioner and Clients assume sole responsibility for packing and labeling collection kit containers, and sealing the containers in the collection kit box, all in accordance with LifebankUSA instructions. Clients will promptly call the LifebankUSA toll free number provided in the collection kit to initiate courier transport. The courier transports the collection kit box to LifebankUSA and assumes responsibility for the kit during transport.

Processing and Storage

LifebankUSA, in its sole professional judgment, will process and store stem cells using methods that meet applicable law and professional standards. Stem cell storage will be at a LifebankUSA licensed stem cell banking facility.

Decision-Making Authority

To the extent permitted by law, the following are "**Authorized Decision-Makers**," entitled to make decisions about the storage, use and release of stored stem cells: (1) Clients will have the sole authority to make these decisions until Child reaches age 18; and (2) upon reaching age 18, Child ("**Adult Child**") will have the sole authority to make these decisions; provided, however, to the extent permitted by law, Adult Child may permit Clients to exercise such sole authority for such period of time as specified in writing by the Adult Child to LifebankUSA. Notwithstanding the foregoing, if LifebankUSA terminates this Agreement for non-payment (see Length and Termination of Agreement) LifebankUSA will have the sole authority to make decisions about the storage, use and release of stored stem cells. This provision, Decision-Making Authority, will survive the termination of this Agreement.

Release of Stem Cells

Upon the written directions of an Authorized Decision-Maker, LifebankUSA will release stem cells for transplant, or for storage at another licensed stem cell banking facility, only in accordance with applicable law and professional standards, and only if all fees have been paid in full. Also, LifebankUSA will release stem cells for transplant only in accordance with, to and upon the written order of a duly licensed and authorized physician responsible for the pending stem cell transplant (the "**Transplant Physician**"). Transplant Physician or the other licensed stem cell banking facility (and not LifebankUSA) will have sole discretion and responsibility to determine if released stem cells are usable and suitable for transplant or storage, respectively.

LifebankUSA will release stem cells to a courier who will transport the stem cells and who assumes responsibility for the stem cells during transport. All stem cells released by LifebankUSA are provided "as is," without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise specified in this Agreement, LifebankUSA is not responsible for stem cell transportation fees.

LifebankUSA

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LifebankUSA Barcode

LifebankUSA Quality Program

If the stored stem cells do not engraft following a medically indicated transplant in Child or Child's first-degree or second-degree blood relative ("Patient"), and the Transplant Physician wishes to pursue another such transplant in Patient, LifebankUSA will search its publicly donated stem cell inventory for a stem cell unit deemed clinically appropriate by the Transplant Physician. If such a stem cell unit is found, LifebankUSA will release this unit for transplantation, free of charge, in accordance with the terms of Release of Stem Cells, above. If such a unit is not found, LifebankUSA will contribute up to twenty five thousand dollars ($25,000.00) for reasonable documented expenses, as determined by LifebankUSA in its sole discretion, incurred in the search and procurement of a publicly available donor unit for Patient.

Length and Termination of Agreement

This Agreement will remain in effect unless terminated in accordance with this provision, Length and Termination of Agreement. Before Child reaches age 18, Clients may terminate this Agreement for any reason upon sixty (60) days advance written notice to LifebankUSA. Adult Child may terminate this Agreement for any reason upon sixty (60) days advance written notice to LifebankUSA. Any notice to LifebankUSA of the termination of this Agreement must be in writing, signed by the Authorized Decision-Maker, and include clear instructions identifying the Transplant Physician or other licensed stem cell banking facility that will receive the stem cells. Termination notices must be sent to LifebankUSA, Attn: Manager of Client Services, 45 Horsehill Rd., Cedar Knolls, NJ 07927. Regardless of any other provision of this Agreement, failure to provide these instructions prior to the date that this Agreement terminates will result in LifebankUSA, upon that date, acquiring the sole authority to make decisions about the storage, use and release of the stored stem cells.

LifebankUSA may, upon notice to an Authorized Decision-Maker, terminate the Agreement if it is not paid pursuant to this Agreement. Upon the date of any such termination, LifebankUSA will acquire the sole authority to make decisions about the storage, use and release of the stored stem cells.

In addition, as necessary to protect the stem cells, LifebankUSA may, at its own expense, transfer the stem cells to another licensed stem cell banking facility and terminate this Agreement. LifebankUSA will notify any Authorized Decision-Maker of any such transfer. Upon any such transfer, any and all storage fees would be due and payable to the other facility, not LifebankUSA, and LifebankUSA will have no rights or responsibilities with respect to those fees.

Limitation of Liability

To the extent permitted by law, Clients, on behalf of themselves, Child, Adult Child, their successors and assigns, and any person(s) for whose benefit the stem cells may be stored (collectively, the **"Family Parties"**), hereby indemnify, release and hold harmless LifebankUSA and its directors, officers, employees, agents, affiliates, successors and assigns (collectively, the **"LifebankUSA Parties"**) from and against any and all losses, liabilities, penalties, claims, fines, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, **"Losses"**), that any of them may incur with respect to the LifebankUSA Parties as related to the Services or this Agreement, except to the extent such Losses derive directly from LifebankUSA's gross negligence or willful misconduct. In such event, the Family Parties hereby agree that the determination of monetary damages would be impracticable and that, accordingly, the total damages for Losses recoverable against the LifebankUSA Parties will be liquidated damages equal to the amount of the fees that have been paid to LifebankUSA under this Agreement. This provision, Limitation of Liability, will survive the termination of this Agreement.

LifebankUSA

For Internal Use ONLY
LifebankUSA Barcode

Fees

Clients' options for Services are described in more detail in the Consent Form. Clients may choose to store only cord blood stem cells. This is called "**Cord Blood Banking.**" Or, Clients may choose to store both cord blood stem cells and placenta-derived stem cells. This is called "**Placenta•Cord ™ Banking.**" There is a two-part fee for the Services which must timely be paid to LifebankUSA. Different payment plans are available for the Services selected, as described below. Clients are jointly and severally responsible for payment of all fees.

Part one is a non-refundable Enrollment Fee. Under all payment plans, one hundred seventy five dollars ($175.00) is paid to LifebankUSA upon enrollment for LifebankUSA to send Clients a collection kit. The balance of the Enrollment Fee is paid to LifebankUSA after LifebankUSA receives Clients' packed collection kit. Various extended payment plans are available. Under an extended payment plan, in the event of the termination of this Agreement, Enrollment Fee payments already made to LifebankUSA are nonrefundable, and the balance of the Enrollment Fee is due in full. The Enrollment Fees set forth in this Agreement are guaranteed for the term of this Agreement.

Part two is a non-refundable annual Storage Fee. The Storage Fee is paid to LifebankUSA annually, or discounted Storage Fees may be prepaid in full for eighteen (18) years of storage. The Storage Fees set forth in this Agreement are guaranteed for a period of eighteen (18) years from this Agreement's effective date. After that, the Storage Fees are subject to change upon notice by LifebankUSA to an Authorized Decision-Maker.

All fees are non-refundable, except that if Clients cancel the Services, terminate this Agreement, and return the unused collection kit to LifebankUSA (if one has been provided to them), Clients will be refunded all fees paid except one hundred seventy five dollars ($175.00).

Choose either Cord Blood Banking or Placenta•Cord ™ Banking. Then choose one payment plan for the Enrollment Fee and one payment plan for the Storage Fee.

Please call LifebankUSA at 1-877-543-3226 to verify current rates prior to completing this Agreement, as rates are subject to change and this form may not be current. Only current Participation Agreements will be honored. Express delivery or international shipping of a collection kit will be subject to additional fees.

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Effective 01/01/2008
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IF YOU SELECT PLACENTA•CORD™ BANKING, COMPLETE STEPS 1A and 1B

STEP 1A

Select an Enrollment Fee Payment Plan:

Payment Plans	Due at Enrollment	Due at Birth	Due Monthly After Birth	Check ONE Box Only
One Installment	$175.00	$3,175.00	none	
6 Month Interest-Free Plan	$175.00	$530.00	$529.00 for 5 months	
12 Month Interest-Free Plan*	$175.00	$265.50	$264.50 for 11 months	
48 Month Plan*	$175.00	$89.00	$89.00 for 47 months	

STEP 1B

Select a Storage Fee Payment Plan:

Payment Plans	Due at Birth	Annual Payment After Birth	Check ONE Box Only
One-Time 18 Year Prepay Plan	$3,325.00	none	
Annual Payment Plan	$225.00	$225.00 for 17 years	

OR IF YOU SELECT CORD BLOOD BANKING, COMPLETE STEPS 2A and 2B

STEP 2A

Select an Enrollment Fee Payment Plan:

Payment Plans	Due at Enrollment	Due at Birth	Due Monthly After Birth	Check ONE Box Only
One Installment	$175.00	$1,775.00	none	
6 Month Interest-Free Plan	$175.00	$296.25	$295.75 for 5 months	
12 Month Interest-Free Plan*	$175.00	$149.75	$147.75 for 11 months	
60 Month Plan*	$175.00	$44.00	$44.00 for 59 months	

STEP 2B

Select a Storage Fee Payment Plan:

Payment Plans	Due at Birth	Annual Payment After Birth	Check ONE Box Only
One-Time 18 Year Prepay Plan	$1,845.00	none	
Annual Payment Plan	$125.00	$125.00 for 17 years	

*Credit Card Required

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Credit Card Payment Authorization (required for 12, 48, and 60 month payment plans)

As applicable, Clients authorize LifebankUSA to charge the credit card below for the payment plans marked in steps 1 and 2. Clients agree to notify LifebankUSA in writing of all changes in credit card information, address and phone number throughout the term of this Agreement.

Fill in payment information:

☐ Personal Check ☐ Discover ☐ Visa ☐ MasterCard ☐ American Express

Credit Card# ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Expiration Date _____

Cardholder Name _____

Authorized Signature _____ Today's Date _____

Fill in promotion code (if applicable) _____ Referred by: _____

No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended to or shall confer upon any person other than Clients, Adult Child, and LifebankUSA, and their respective successors and permitted assigns, any benefits, right, remedies, obligations or liabilities whatsoever. This provision, **No Third Party Beneficiaries**, will survive the termination of this Agreement.

Other

This Agreement embodies the entire understanding of the parties regarding its subject matter. Any changes to this Agreement must be in writing and signed by LifebankUSA and Clients. This Agreement becomes effective on the date Clients sign it and the first required payment is made to LifebankUSA. This Agreement will be governed by the laws of the State of New Jersey, without regard to its conflicts of laws principles. This Agreement will remain in full force and effect notwithstanding Clients' divorce, separation or estrangement. If one Client dies or is not reasonably available or legally entitled to act, the other Client will have sole authority with respect to Clients' rights under this Agreement. The rights of Clients and Adult Child under this Agreement may not be assigned except as required by law or as expressly set forth in this Agreement, or at death by will or legal succession. This provision, Other, will survive the termination of this Agreement.

Clients have each: (1) read, understood and agreed to the Consent Form (which is incorporated by reference as if set forth fully in this Agreement); (2) received and are satisfied with all information about the Services that Clients have requested from LifebankUSA to date; (3) had sufficient opportunity to seek independent advice and counsel; and (4) freely and voluntarily executed this Participation Agreement. In executing this Agreement, Clients have not relied on any promises, inducements or representations that are not in this Agreement.

Accepted and Agreed by:

Print Client Name (Mother or Parent #1) _____

Signature _____ Date _____

Print Client Name (Father or Parent #2) _____

Signature _____ Date _____

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Consent Form

The blood contained in the umbilical cord and placenta - known as "cord blood" - may be a source of certain stem cells that may be transplanted in patients to help form new blood cells. LifebankUSA has also developed a technique for collecting blood-forming stem cells from the placenta itself. LifebankUSA provides services to process and store, through a deep-freezing process called cryopreservation, cord blood stem cells (we call this **"Cord Blood Banking"**) or both cord blood stem cells and placenta-derived stem cells (we call this **"Placenta•Cord™ Banking"**). These stem cells would then be available for private use by your child or your child's close blood relatives. Close blood relatives are more likely to be a source of usable stem cells for one another. Individual results will vary.

If you choose to proceed, you will give us instructions regarding your decisions on page 8 and you will agree to the following:

Collection Procedures

You will permit your physician or other health professional responsible for your childbirth (your **"Practitioner"**) to collect the cord blood and the placenta, and package both in the LifebankUSA collection kit for transport to LifebankUSA. Even if you decide to store only cord blood stem cells, you will permit the placenta to be collected and sent to LifebankUSA, and you will permit LifebankUSA, in its sole discretion, and depending on the amount of cord blood collected, to process the placenta and to contact you to provide another opportunity to store placenta-derived stem cells.

You will also permit your Practitioner to arrange for the withdrawal of up to 30 milliliters of blood from your arm (for testing as described below), and the packaging of that blood in the LifebankUSA collection kit for transport to LifebankUSA. You understand that this blood sample must be collected within seven (7) days before or after delivery. Under applicable law, failure to meet this requirement may restrict the availability of stem cells for later use, so please speak with your Practitioner about this requirement.

Generally, the cord blood is withdrawn from the umbilical cord and placenta several minutes after your child is born, and only after the umbilical cord is clamped and cut. The placenta is packaged and placed in the LifebankUSA collection kit only after the cord blood collection process is completed. Some health professionals begin collecting cord blood before the placenta is expelled from the mother's body. Others wait until after this occurs. Your Practitioner, in his or her sole professional judgment, determines how and whether to collect the cord blood or placenta, so please speak with your Practitioner about this process.

In some cases your Practitioner may not collect the cord blood or placenta to send to LifebankUSA for processing. For example, your Practitioner may decide not to collect the cord blood because of complications that arise during childbirth, or little cord blood may be collected due to premature birth. In some cases your Practitioner may collect cord blood, but not the placenta, and instead send the placenta to a hospital laboratory for clinical examination. You and LifebankUSA will abide by your Practitioner's judgments regarding cord blood and placenta collection. Your hospital may have a policy to hold all placentas, so please speak with your Practitioner well before delivery so that you know your options about placenta collection.

You will permit LifebankUSA to determine, in its sole professional judgment, whether to process the cord blood and placenta delivered to LifebankUSA. For example, LifebankUSA may not process the cord blood if too little cord blood has been collected. You understand that processing a placenta for stem cells is different and more complex than processing cord blood for stem cells, and as a result, placenta processing is more likely to be unsuccessful. For example, normal childbirth processes often damage placentas and their blood vessels. However, LifebankUSA cannot process the placenta for stem cells unless the placenta is relatively undamaged and its blood vessels normal and unblocked. You will abide by LifebankUSA's judgment regarding cord blood and placenta processing. If LifebankUSA determines not to process the cord blood or placenta, you will permit LifebankUSA to dispose of them using normal clinical practices.

Donation Options

If you do not wish to store placenta-derived stem cells, we ask you to consider donating the placenta-derived stem cells to LifebankUSA for non-clinical research uses. We also ask all clients to consider donating to LifebankUSA for non-clinical research uses what remains of the placenta after stem cell collection, rather than disposing of it.

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If you donate, the confidentiality protections of this Consent Form will apply, including, for example, that patient-identifying information will be removed from the donation and replaced with a code number. Also, you and your family will relinquish and grant to LifebankUSA all rights, title, claims, property and interest in or regarding the donation. If you do not donate there is no penalty, and LifebankUSA will dispose of the placenta-derived stem cells and placenta using normal clinical practices.

Health Screening

You will answer truthfully and to the best of your ability the Maternal and Family Health Screening Questionnaire. This form contains a number of questions concerning you and your families' medical histories, past medical problems and risk behaviors. The questions are intended to identify circumstances that might prevent use of your banked stem cells, and are similar to the types of questions asked when a person donates blood. Many of the questions might not apply to you and your families, but we are required by law or professional standards to ask them. You will permit LifebankUSA to review and keep the Questionnaire and information from your and your child's medical records.

Testing

You will permit LifebankUSA to arrange for the blood collected from your arm and for the cord blood and placenta to be tested by a clinical laboratory for contagious diseases, such as Hepatitis B, Hepatitis C, cytomegalovirus (CMV), human T-lymphotropic virus (HTLV I and II), syphilis and HIV (the virus that causes AIDS), and to undergo DNA analysis and Human Leukocyte (white blood cell) Antigen typing. To the extent permitted by professional and industry standards, you will permit us to arrange for future clinical laboratory testing of retained samples of blood collected from your arm and your cord blood and placenta. You will permit these laboratories to furnish their testing results to LifebankUSA, and LifebankUSA to furnish these testing results to persons who need to know them in connection with the future use of the banked stem cells. If tests indicate that you or your child may have HIV or AIDS or another serious disease, you will permit LifebankUSA to notify you, your Practitioner and, in some cases, public health officials as required by law. If you think you may have been exposed to HIV, AIDS or other serious disease, you should promptly be tested for these conditions and not rely on LifebankUSA testing. It may take longer to get test results back from LifebankUSA. You will also permit LifebankUSA to ask your Practitioner to notify you if testing indicates that you or your child may have a serious disease. You understand that LifebankUSA is not a clinic or hospital that treats patients, and your Practitioner or other health professional will be responsible for counseling you regarding any test results.

Confidentiality

We will keep confidential and private any information that could identify you or your child, except to the extent required by law and professional practice. You will permit LifebankUSA to contact you at a later date regarding your LifebankUSA services or to obtain supplemental medical information.

Benefits

Stem cells from cord blood or the placenta may be available to your child or your child's close blood relatives should they be needed later in life. Stem cells from the placenta may offer an opportunity to increase the amount of stem cells available for use should the stem cells be needed for transplant. Materials from your donated placenta or placenta-derived stem cells may help others through non-clinical research uses.

Possible Risks and Discomforts

LifebankUSA will advocate that your Practitioner follow normal obstetrical protocols, and make no changes in standard care in an effort to affect the cord blood or placenta collection process. This is because there is always a risk that changes from standard practice could raise medical risks for you or your child. Taking blood from your arm may cause bruising, infection, fainting, pain, or discomfort. Your Practitioner should take all normal precautions to prevent these from happening. If you donate the placenta-derived stem cells, they will not be available to you or your family.

If You Have Any Questions

If you have any questions, comments or concerns about storing cord blood stem cells or placenta-derived stem cells, you may write us at LifebankUSA Client Services, 45 Horsehill Rd., Cedar Knolls, NJ 07927, email us at info@LifebankUSA.com or call us at 1-877-LIFEBANKUSA (1-877-543-3226).

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Consent

I am at least 18 years old. I have read and I understand and agree to the terms of this Consent Form, and it is written in a language that I understand. I have also spoken to my Practitioner. I have been given an opportunity to ask and have my questions answered to my satisfaction about storing cord blood stem cells and placenta-derived stem cells for private use and donating the placenta and placenta-derived stem cells for non-clinical research uses, and I understand the risks and benefits. On behalf of my child and myself, and subject to the terms and conditions of this Consent Form and my execution of the Participation Agreement, I hereby consent as follows:

IF YOU SELECT PLACENTA•CORD™ BANKING COMPLETE THE TABLE BELOW

Cord Blood Stem Cells	I consent to store with LifebankUSA for private use.
Placenta-derived Stem Cells	I consent to store with LifebankUSA for private use.
Placenta (after stem cell processing)	Select One: ___ I consent to donate to LifebankUSA for non-clinical research uses. ___ I consent to discard as medical waste.

OR IF YOU SELECT CORD BLOOD BANKING COMPLETE THE TABLE BELOW

Cord Blood Stem Cells	I consent to store with LifebankUSA for private use.
Placenta-derived Stem Cells and Placenta	Select One: ___ I consent to donate to LifebankUSA for non-clinical research uses. ___ I consent to discard as medical waste.

Birth Mother Name (print) _____

Signature _____ Date _____

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Client Contact Information Form

Please complete this form as accurately as possible and write legibly in ink.

Baby's Mother

Full Name _____

Maiden Name _____

Social Security Number _____

Date of Birth _____

Address _____

City _____

State/Zip _____

Home Phone _____

Cell Phone _____

E-mail _____

Occupation _____

Due Date _____

Scheduled C-Section YES NO

Baby's Father

Full Name _____

Social Security Number _____

Date of Birth _____

Address _____

City _____

State/Zip _____

Cell Phone _____

Occupation _____

Delivery

Hospital Name _____

Address _____

City _____

State/Zip _____

Phone _____

Obstetrician/Midwife

Name _____

Practice/Office Name _____

Address _____

City _____

State/Zip _____

Office Phone _____

Office Fax _____

Pediatrician

Name _____

Address _____

City _____

State/Zip _____

Office Phone _____

SURROGATE and/ or Egg Donor:

☐ NO ☐ YES: Complete the following:

☐ Surrogate ☐ Egg Donor

Surrogate's Full Name _____

Social Security Number _____

Date of Birth _____

Address _____

City _____

State/Zip _____

Home Phone _____

Other Phone _____

E-mail _____

NOTE: The Maternal and Family Health Screening Questionnaire must be completed by both the biological mother (egg donor) and gestational carrier (surrogate) if these are different women.

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Mother's Name:

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Maternal and Family Health Screening Questionnaire

It is important that you, the Mother, answer these questions completely and accurately. If you have any questions regarding this questionnaire, please contact your physician or call LifebankUSA™ at 1-877-LIFEBANKUSA during regular business hours. Our representative may call you to follow-up on the information you give in this questionnaire. Please use pen, circle your answers and provide any explanations below, including dates where applicable. Keep a copy of this form for your records.

1. Are you in good general health? YES NO

2. Have you ever had a blood disease, bleeding disorder, diabetes, cancer, problems with your heart, liver, lungs, or kidneys, or an organ or bone marrow transplant? YES NO

3. Have you ever had yellow jaundice, liver disease, hepatitis, or a positive test for hepatitis? YES NO

4. In the past 12 months have you had close contact with anyone with hepatitis or yellow jaundice or had sex with a male who has ever had sex with another male? YES NO

5. In the past 12 months have you had a blood transfusion, major illness, surgery, tissue transplant or graft such as skin or bone, or exposure to rabies? YES NO

6. In the past 12 months have you had a tattoo, ear or body piercing, or acupuncture? YES NO

7. In the past 12 months have you had contact with someone else's blood, had an accidental needle-stick, or been in jail or prison for more than 72 consecutive hours? YES NO

8. In the past 12 months have you had a sexually transmitted disease? YES NO

9. Do you have HIV/AIDS, a positive test for HIV, or had sex with anyone with HIV/AIDS or at high risk for HIV/AIDS? YES NO

10. Have you ever taken clotting factor concentrates, taken money, drugs, or other payment for sex, or used a needle to take non-prescribed drugs or steroids, or had sex with anyone who has? YES NO

11. Have you ever had tuberculosis, malaria, babesiosis, Chagas' disease, West Nile virus, Creutzfeldt-Jakob disease (CJD), or any neurologic disorder? YES NO

If YES, SPECIFY: _____

12. Have you ever received a dura mater (brain covering) graft or received or had close contact with someone who received live cells, tissues, or organs from an animal (xenotransplant)? YES NO

13. Do you have or have you ever had a history of drug or alcohol abuse? YES NO

14. In the past 3 years have you traveled outside the United States or Canada? YES NO

If YES, where? _____ When? _____

15. Since 1980 did you spend more than 5 years in Europe or receive a blood transfusion in the United Kingdom (England, Northern Ireland, Scotland, Wales, the Isle of Man, the Channel Islands, Gibraltar, or the Falkland Islands) or France? YES NO

16. From 1980-1996 did you spend time totaling 3 months or more in the United Kingdom or did you reside at US military bases in Europe totaling 6 months or more? YES NO

17. Since 1977 have you ever been in Africa, had a blood transfusion in Africa or had sexual relations with anyone who was born in or lived in Africa? YES NO

18. In the past 8 weeks have you received the smallpox vaccine or had close contact with the smallpox vaccination site of anyone else, and if yes, did you have any skin rash or illness since then? YES NO

19. In the past 8 weeks have you received any vaccinations or other shots? YES NO

If YES, SPECIFY: _____

20. Have you ever taken Propecia®, Accutane®, Soriatane®, Proscar®, Tegison®, Avodart®, an unlicensed vaccine, Growth Hormone from Human Pituitary Glands, Insulin from cows, or Hepatitis B Immune Globulin? YES NO

If YES, which medication? _____

When? _____

21. Have you ever been deferred as a blood donor for any reason? YES NO

If YES, for what reason? _____

When? _____

22. Have you or anyone in the baby's father's or mother's family had sickle cell disease, thalassemia, aplastic anemia, Fanconi's anemia, chronic granulomatous disease (CGD), Hunter's or Hurler's disease or any other storage disease, severe combined immunodeficiency syndrome (SCID), Creutzfeldt-Jakob disease (CJD), any neurologic disorder, leukemia, lymphoma, melanoma, or any blood/ bleeding or genetic disorders? YES NO

If YES, SPECIFY: _____

Comments (include question numbers): _____

MOTHER'S SIGNATURE: _____ DATE: _____

AABB Accreditation

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Exhibit C

-APPLICATION-

Title

Title of Work: Single Birth Participation Agreement LifebankUSA (1/1/08)

Completion/Publication

Year of Completion: 2007

Date of 1st Publication: January 1, 2008 **Nation of 1st Publication:** United States

Author

- **Author:** Celgene Corporation

Author Created: text

Work made for hire: Yes

Domiciled in: United States

Copyright claimant

Copyright Claimant: Celgene Corporation

86 Morris Avenue, Summit, NJ, 07901, United States

Certification

Name: Camille M. Miller

Date: November 24, 2010

Applicant's Tracking Number: CELG0918/

Exhibit D

Americord Registry Becomes First Cord Blood Bank to Offer Placenta ...

PR Newswire
NEW YORK, Oct. 19 /PRNewswire/ -- Americord Registry announced its breakthrough placenta stem cell preservation process, the first of its kind,

Americord Registry Becomes First Cord Blood Bank to Offer Placenta Preservation, Advancing Cord Blood Stem Cell Therapy Options

Americord Unveils First Ever Placenta Stem Cell Preservation Service for Expecting Parents, Advancing Therapy Options for Life-Threatening Diseases to Adults

NEW YORK, Oct. 19 /PRNewswire/ -- Americord Registry announced its breakthrough placenta stem cell preservation process, the first of its kind, as a new and significantly more effective alternative to private cord blood stem cell banking. The new process, called Cord Plus, preserves up to ten times more stem cells from the placenta than is found on average in a unit of cord blood, which contains only enough stem cells to treat a patient weighing less than 65 pounds. As a result of this breakthrough, doctors may soon be able to cure substantially more people of sickle cell, leukemia, and other life threatening blood disorders.

Despite being the fastest growing stem cell therapy used therapeutically, "Cord blood has never developed into a practical treatment for adults because there are simply not enough stem cells in one unit of cord blood to transplant to an adult," said Children's Hospital & Research Center Oakland (Calif.) scientist Frans Kuypers, Ph.D., a leader in the area of placenta research. "The greater supply of stem cells in the placenta will likely increase the chance that an HLA (human leukocyte antigen) matched unit of stem cells engrafts, making stem cell transplants available to more people. The more stem cells, the bigger the chance of success," says Kuypers.

Stem cells harvested from cord blood, first introduced as a therapy in 1983, have been playing an important and growing role in the treatment of life-threatening blood diseases as an alternative to bone marrow stem cell treatment. The National Marrow Donor Program projects that there will be 10,000 cord blood transplants per year by 2015, up from 2,000 in 2006. Reasons for using cord blood and placenta derived stem cells over bone marrow include (i) it is more easily matched with a recipient, (ii) it is more readily available and (iii) there is a lower chance of graft-versus-host disease, a potentially life threatening condition.

According to Martin Smithmyer, the Company's President, "Cord Plus, with its significantly higher concentration of stem cells per unit of blood, could potentially surpass both umbilical cord blood stem cell therapy and bone marrow stem cell therapy, presently the most widely used form of therapy."

About Americord Registry:

Americord Registry is the first cord blood bank to offer Cord Plus, or cryogenic placenta stem cell preservation. Americord focuses on the collection, processing, and storage of newborn stem cells from umbilical cord blood and the placenta for future medical or therapeutic use. Americord is registered with the FDA and the company's laboratory is accredited by the AABB. The company was founded in 2008 and is based in New York, with laboratories in Oregon and New Jersey. To learn more, visit: www.americordregistry.com.

Contact:

Exhibit E

PR Newswire
United Business Media

PRINTTHIS

Americord Registry Announces "Bank One, Give One" Cord Blood Program to Benefit Families in Need in the New York Area
f .translangcomp{ float:left; clear:left; margin-top:15px; *margin-top:-2px; margin-left:90px }

Americord to Donate Cord Blood Stem Cell Collection and Storage to a Family in Need for Every New Client Registered During April and May

NEW YORK, April 18, 2011 /PRNewswire/ -- Americord Registry, a pioneer in umbilical cord blood and placenta stem cell preservation, today announced a new program to assist families in need. Through the "Bank One, Give One" program, Americord will donate cord blood stem cell collection and storage services to select underprivileged families in the New York area for every new client who enrolls in Americord's cord blood banking program during April and May 2011.

Americord REGISTRY

(Logo: http://photos.prnewswire.com/prnh/20110209/NY44693LOGO)

"Stem cells found in the placenta and umbilical cord blood can be used to treat more than 75 blood-related diseases, including leukemia, lymphoma, and sickle cell anemia," said Martin Smithmyer, President and CEO of Americord. "Furthermore, cord blood stem cells are a perfect genetic match for the baby, have a 50% chance of being a match for a sibling and may also be a match for a parent. However, collecting and storing cord blood can be a significant investment for some expectant parents, and public banks aren't always the best option for underprivileged families with high risk pregnancies. We started Bank One, Give One to benefit families in need and to provide them with greater access to life-saving treatments by eliminating the costs associated with cord blood banking and those associate with finding a matching transplant."

This program is significant since the only alternative for many families is to donate their cord blood to a public bank such as the New York Blood Center. Families might not easily be able to access these donations, however. According to Transfusion, the AABB's scholarly, peer-reviewed journal, as many as 71% of donations may be rejected by public banks based on family medical history, maternal medical history, collection volume, and examination of the maternal blood sample. Even if the cord blood is available, a public bank typically charges a fee, estimated at $25,000 to $35,000, when releasing cord blood to the patient in need, which may not be covered by health insurance, if the family even has insurance.

Americord has reached out to and partnered with major obstetrics groups and hospitals in the New York City area asking them to refer families in need to this program. Hospitals are

encouraged to refer expectant parents who demonstrate economic hardship and who have a close relative with a disease that can be treated with a cord blood stem cell transplant. Americord will waive the one-time cord blood collection and processing fee and provide free storage for 10 years for each in-need family for every new client who enrolls in Americord's cord blood banking program.

"Americord was founded in part to reduce the limitations that are inherent to the cord blood banking industry, and cost is a barrier for many families," Mr. Smithmyer said. "We are honored to offer this program and hope that our new clients will join us in making these potentially life-saving treatments available for those who need them the most."

More information about Bank One, Give One is available at www.cordadvantage.com/giveone. For more information about Americord, or to speak with Mr. Smithmyer, please contact Dana Taormina at 973-732-3521 or dana@jcprinc.com.

About Americord Registry

Americord Registry is a pioneer in cord blood and placenta stem cell preservation. Americord collects, processes, and stores newborn stem cells from umbilical cord blood for future medical and therapeutic use, including the treatment of more than 75 blood diseases such as sickle cell anemia and leukemia.

Founded in 2008, Americord is registered with the Food and Drug Administration and is licensed in New York and New Jersey and can collect cord blood from all 50 states. The company's laboratory is accredited by the AABB and complies with federal CLIA laboratory standards. Americord is based in New York City. To learn more, visit www.cordadvantage.com or just visit our FAQ section.

CONTACT:
Dana Taormina
JCPR
973-732-3521
dana@jcprinc.com

SOURCE Americord Registry

Back to top

RELATED LINKS
http://www.cordadvantage.com

Exhibit F

Americord Registry LLC - Single Birth Participation Agreement
Please fax this to (646) 304-7051

The individuals named below and collectively referred to as "Clients," each desire, jointly and severally, to retain Americord Registry LLC pursuant to this Participation Agreement (this "Agreement") to provide the processing and storage services specified below and described in the Consent Form (the "Services") for stem cells collected from the umbilical cord and placenta after the birth of "Child."

Collection: Americord Registry LLC will send Clients an Americord Registry LLC collection kit after receiving this completed Agreement and the required payment. Clients will keep and maintain the kit with proper care, in accordance with Americord Registry LLC instructions. At and around the time of delivery, the physician or other health professional responsible for the childbirth (the "Practitioner"), in his or her sole professional judgment will collect the placenta, the blood from the umbilical cord and placenta (the "cord blood"), and a blood sample drawn from the birth mother's arm. In accordance with Americord Registry LLC instructions, the Practitioner will assure that they are packaged and labeled in collection kit containers and that the containers are sealed in the collection kit box. Americord Registry LLC will not be responsible for any fees Practitioner may charge for providing this service. Practitioner and Clients assume sole responsibility for packing and labeling collection kit containers, and sealing the containers in the collection kit box, all in accordance with Americord Registry LLC instructions. Clients will promptly call the Americord Registry LLC toll free number provided in the collection kit to initiate courier transport. The courier transports the collection kit box to Americord Registry LLC and assumes responsibility for the kit during transport.

Processing and Storage: Americord Registry LLC, in its sole professional judgment, will process and store stem cells using methods that meet applicable law and professional standards. Stem cell storage will be at an Americord Registry LLC licensed stem cell banking facility.

Decision-Making Authority: To the extent permitted by law, the following are "Authorized Decision-Makers," entitled to make decisions about the storage, use and release of stored stem cells: (1) Clients will have the sole authority to make these decisions until Child reaches age 18; and (2) upon reaching age 18, Child ("Adult Child") will have the sole authority to make these decisions; provided, however, to the extent permitted by law, Adult Child may permit Clients to exercise such sole authority for such period of time as specified in writing by the Adult Child to Americord Registry LLC. Notwithstanding the foregoing, if Americord Registry LLC terminates this Agreement for non-payment (see Length and Termination of Agreement) Americord Registry LLC will have the sole authority to make decisions about the storage, use and release of stored stem cells. This provision, Decision-Making Authority, will survive the termination of this Agreement.

Release of Placenta or Stem Cells: Upon the written directions of an Authorized Decision-Maker, Americord Registry LLC will release placenta or stem cells for transplant, or for storage at another licensed stem cell banking facility, only in accordance with applicable law and professional standards, and only if all fees have been paid in full. Also, Americord Registry LLC will release stem cells for transplant only in accordance with, to and upon the written order of a duly licensed and authorized physician responsible for the pending stem cell transplant (the "Transplant Physician"). Transplant Physician or the other licensed stem cell banking facility (and not Americord Registry LLC) will have sole discretion and responsibility to determine if released stem cells are usable and suitable for transplant or storage, respectively. Americord Registry LLC will release stem cells to a courier who will transport the stem cells and who assumes responsibility for the stem cells during transport. All stem cells released by Americord Registry LLC are provided "as is," without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise specified in this Agreement, Americord Registry LLC is not responsible for stem cell transportation fees.

Americord Registry LLC Quality Program: If the stored stem cells do not engraft following a medically indicated transplant in Child or Child's first-degree or second-degree blood relative ("Patient"), and the Transplant Physician wishes to pursue another such transplant in Patient, Americord Registry LLC will contribute up to twenty five thousand dollars ($25,000) for reasonable documented expenses, as determined by Americord Registry LLC in its sole discretion, incurred in the search and procurement of a publicly available donor unit for Patient.

Length and Termination of Agreement: This Agreement will remain in effect unless terminated in accordance with this provision, Length and Termination of Agreement. Before Child reaches age 18, Clients may terminate this Agreement for any reason upon sixty (60) days advance written notice to Americord Registry LLC. Adult Child may terminate this Agreement for any reason upon sixty (60) days advance written notice to Americord Registry LLC. Any notice to Americord Registry LLC of the termination of this Agreement must be in writing, signed by the

Authorized Decision-Maker, and include clear instructions identifying the Transplant Physician or other licensed stem cell banking facility that will receive the stem cells. Termination notices must be sent to Americord Registry LLC, Attn: Manager of Client Services, 299 Madison Avenue, Suite 2770, New York, NY 10016. Regardless of any other provision of this Agreement, failure to provide these instructions prior to the date that this Agreement terminates will result in Americord Registry LLC, upon that date, acquiring the sole authority to make decisions about the storage, use and release of the stored stem cells. Americord Registry LLC may, upon notice to an Authorized Decision-Maker, terminate the Agreement if it is not paid pursuant to this Agreement. Upon the date of any such termination, Americord Registry LLC will acquire the sole authority to make decisions about the storage, use and release of the stored stem cells. In addition, as necessary to protect the stem cells, Americord Registry LLC may, at its own expense, transfer the stem cells to another licensed stem cell banking facility and terminate this Agreement. Americord Registry LLC will notify any Authorized Decision-Maker of any such transfer. Upon any such transfer, any and all storage fees would be due and payable to the other facility, not Americord Registry LLC, and Americord Registry LLC will have no rights or responsibilities with respect to those fees.

Limitation of Liability: To the extent permitted by law, Clients, on behalf of themselves, Child, Adult Child, their successors and assigns, and any person(s) for whose benefit the stem cells may be stored (collectively, the "Family Parties"), hereby indemnify, release and hold harmless Americord Registry LLC and its directors, officers, employees, agents, affiliates, successors and assigns (collectively, the "Americord Registry LLC Parties") from and against any and all losses, liabilities, penalties, claims, fines, costs, damages and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses"), that any of them may incur with respect to the Americord Registry LLC Parties as related to the Services or this Agreement, except to the extent such Losses derive directly from Americord Registry LLC's gross negligence or willful misconduct. In such event, the Family Parties hereby agree that the determination of monetary damages would be impracticable and that, accordingly, the total damages for Losses recoverable against the Americord Registry LLC Parties will be liquidated damages equal to the amount of the fees that have been paid to Americord Registry LLC under this Agreement. This provision, Limitation of Liability, will survive the termination of this Agreement.

Fees: Clients' options for Services are described in more detail below. Clients may choose to store only cord blood stem cells. This is called "Cord Blood Banking." Clients may alternatively choose to store the placenta, placenta-derived stem cells and cord blood stem cells. This is called "Cord Plus". There is a two-part fee for the Services which must timely be paid to Americord Registry LLC. Different payment plans are available for the Services selected, as described below. Clients are jointly and severally responsible for payment of all fees. Part one is a non-refundable Enrollment Fee. Under all payment plans, one hundred ninety nine dollars ($199.00) is paid to Americord Registry LLC upon enrollment for Americord Registry LLC to send Clients a collection kit. The balance of the Enrollment Fee is paid to Americord Registry LLC after Americord Registry LLC receives Clients' packed collection kit. Various extended payment plans are available. Under an extended payment plan, in the event of the termination of this Agreement, Enrollment Fee payments already made to Americord Registry LLC are nonrefundable, and the balance of the Enrollment Fee is due in full. The Enrollment Fees set forth in this Agreement are guaranteed for the term of this Agreement. Part two is a non-refundable annual Storage Fee. The Storage Fee is paid to Americord Registry LLC annually, or discounted Storage Fees may be prepaid in full for eighteen (18) years of storage. The Storage Fees set forth in this Agreement are guaranteed for a period of eighteen (18) years from this Agreement's effective date. After that, the Storage Fees are subject to change upon notice by Americord Registry LLC to an Authorized Decision-Maker. We guarantee that with our Cord Plus Service, we are able to collect more stem cells than cord blood banking alone. Notwithstanding the foregoing, all fees are non-refundable, except that if Clients cancel the Services, terminate this Agreement, and return the unused collection kit to Americord Registry LLC (if one has been provided to them), Clients will be refunded all fees paid except one hundred ninety nine dollars ($199.00).

You confirm that you have selected (i) Cord Blood Banking or (ii) Cord Plus and have chosen one payment plan for the Enrollment Fee and one payment plan for the Storage Fee. Express delivery or international shipping of a collection kit may be subject to additional fees. Please call Americord Registry LLC at 1-866-503-6005 to verify current rates prior to completing this Agreement, as rates are subject to change and this form may not be current. Only current Participation Agreements will be honored.

Important - If you select Cord Plus (PlacentaBanking and Cord Blood Banking), complete only Step 1A and 1B (skip Step 2A and 2B). If you selected just Cord Blood Banking, complete only Steps 2A and 2B.

Step 1A Select an Enrollment Fee Payment Plan for Cord Plus:

Payment Plans	Due at Enrollment	Due at Birth	Due Monthly After Birth	Check ONE Box Only
One Installment	$199	$4999	None	
6 Month Plan	$199	$925	$925 for 5 months	
12 Month Plan	$199	$499	$499 for 11 months	
60 Month Plan	$199	$199	$199 for 59 months	

Step 1B Select a Storage Fee Payment Plan for Cord Plus®:

Payment Plans	Due at Birth	Due Monthly After Birth	Check ONE Box Only
One-Time 18 Year Prepay Plan	$4599 **(SAVE $1880!)**	none	
Monthly Payment Plan	$29.99	$29.99 per month	

Fill out steps 2A and 2B if you selected only Cord Blood Banking

Step 2A Select an Enrollment Fee Payment Plan for Cord Blood Banking:

Payment Plans	Due at Enrollment	Due at Birth	Due Monthly After Birth	Check ONE Box Only
One Installment	$199	$1,999	None	
6 Month Plan	$199	$369	$369 for 5 months	
12 Month Plan	$199	$199	$199 for 11 months	
60 Month Plan	$199	$99	$99 for 59 months	

Step 2B Select a Storage Fee Payment Plan for Cord Blood Banking:

Payment Plans	Due at Birth	Monthly Payment After Birth	Check ONE Box Only
One-Time 18 Year Prepay Plan	$1699 **(SAVE $675!)**	none	
Monthly Payment Plan	$10.99	$10.99 per month	

Credit Card Payment Authorization (required)

As applicable, Clients authorize Americord Registry LLC to charge the credit card below for the payment plans marked in steps 1 and 2 above. Clients agree to notify Americord Registry LLC in writing of all changes in credit card information, address and phone number throughout the term of this Agreement.

Fill in credit card information: **Discover** **Visa** **MasterCard** **American Express**

Credit Card #: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

Expiration Date: _____ **Today's Date:** _____

Print Cardholder Name: _____

Authorized Signature _____

No Third Party Beneficiaries: Nothing express or implied in this Agreement is intended to or shall confer upon any person other than Clients, Adult Child, and Americord Registry LLC, and their respective successors and permitted assigns, any benefits, right, remedies, obligations or liabilities whatsoever. This provision, No Third Party Beneficiaries, will survive the termination of this Agreement.

Other: This Agreement embodies the entire understanding of the parties regarding its subject matter. Any changes to this Agreement must be in writing and signed by Americord Registry LLC and Clients. This Agreement becomes effective on the date Clients sign it and the first required payment is made to Americord Registry LLC. This Agreement will be governed by the laws of the State of New Jersey, without regard to its conflicts of laws principles. This Agreement will remain in full force and effect notwithstanding Clients' divorce, separation or estrangement. If one Client dies or is not reasonably available or legally entitled to act, the other Client will have sole authority with respect to Clients' rights under this Agreement. The rights of Clients and Adult Child under this Agreement may not be assigned except as required by law or as expressly set forth in this Agreement or at death by will or legal succession. This provision, other, will survive the termination of this Agreement. Clients have each: (1) read, understood and agreed to the Consent Form (which is incorporated by reference as if set forth fully in this Agreement); (2) received and are satisfied with all information about the Services that Clients have requested from Americord Registry LLC to date; (3) had sufficient opportunity to seek independent advice and counsel; and (4) freely and voluntarily executed this Participation Agreement. In executing this Agreement, Clients have not relied on any promises, inducements or representations that are not in this Agreement.

Accepted and Agreed by:

Print Client Name (Mother or Parent #1) _____

Signature _____ **Date** _____

Print Client Name (Father or Parent #2) _____

Signature _____ **Date** _____

How did you learn of Americord Registry? _____

Consent

The blood contained in the umbilical cord and placenta - known as "cord blood" - may be a source of certain stem cells that may be transplanted in patients to help form new blood cells. Americord Registry LLC has also developed a technique for preserving the stem cells within the placenta. Americord Registry LLC provides services to process and store, through a deep-freezing process called cryopreservation, cord blood stem cells (we call this "Cord Blood Banking") or both cord blood stem cells and the stem cells from the placenta and the placenta itself (we call this "Cord Plus"). These stem cells would then be available for private use by your child or your child's close blood relatives if requested by a transplant physician. Close blood relatives are more likely to be a source of usable stem cells for one another. Individual results will vary. If you choose to proceed, you will give us instructions regarding your decisions on page 6 and you will agree to the following:

Collection Procedures: You will permit your physician or other health professional responsible for your childbirth (your "Practitioner") to collect the cord blood and the placenta, and package both in the Americord Registry LLC collection kit for transport to Americord Registry LLC. Even if you decide to store only cord blood stem cells, you will permit the placenta to be collected and sent to Americord Registry LLC, and you will permit Americord Registry LLC, in its sole discretion, and depending on the amount of cord blood collected, to process the placenta and to contact you to provide another opportunity to store placenta-derived stem cells. You will also permit your Practitioner to arrange for the withdrawal of up to 30 milliliters of blood from your arm (for testing as described below), and the packaging of that blood in the Americord Registry LLC collection kit for transport to Americord Registry LLC. You understand that this blood sample must be collected within seven (7) days before or after delivery. Under applicable law, failure to meet this requirement may restrict the availability of stem cells for later use, so please speak with your Practitioner about this requirement. Generally, the cord blood is withdrawn from the umbilical cord and placenta several minutes after your child is born, and only after the umbilical cord is clamped and cut. The placenta is packaged and placed in the Americord Registry LLC collection kit only after the cord blood collection process is completed. Some health professionals begin collecting cord blood before the placenta is expelled from the mother's body. Others wait until after this occurs. Your Practitioner, in his or her sole professional judgment, determines how and whether to collect the cord blood or placenta, so please speak with your Practitioner about this process. In some cases your Practitioner may not collect the cord blood or placenta to send to Americord Registry LLC for processing. For example, your Practitioner may decide not to collect the cord blood because of complications that arise during childbirth, or little cord blood may be collected due to premature birth. In some cases your Practitioner may collect cord blood, but not the placenta, and instead send the placenta to a hospital laboratory for clinical examination. You and Americord Registry LLC will abide by your Practitioner's judgments regarding cord blood and placenta collection. Your hospital may have a policy to hold all placentas, so please speak with your Practitioner well before delivery so that you know your options about placenta collection. You will permit Americord Registry LLC to determine, in its sole professional judgment, whether to process the cord blood and placenta delivered to Americord Registry LLC. For example, Americord Registry LLC may not process the cord blood if too little cord blood has been collected. You understand that processing a placenta for cryopreservation is different and more complex than processing cord blood for stem cells, and as a result, placenta processing is more likely to be unsuccessful. For example, normal childbirth processes often damage placentas and their blood vessels. However, Americord Registry LLC cannot process the placenta for stem cells unless the placenta is relatively undamaged and its blood vessels normal and unblocked. You will abide by Americord Registry LLC's judgment regarding cord blood and placenta processing. If Americord Registry LLC determines not to process the cord blood or placenta, you will permit Americord Registry LLC to dispose of them using normal clinical practices.

Donation Options: If you do not wish to store the placenta, we ask you to consider donating the placenta to Americord Registry LLC for non-clinical research uses. If you donate, the confidentiality protections of this Consent Form will apply, including, for example, that patient-identifying information will be removed from the donation and replaced with a code number. Also, you and your family will relinquish and grant to Americord Registry LLC all rights, title, claims, property and interest in or regarding the donation. If you do not donate there is no penalty.

Health Screening: You will answer truthfully and to the best of your ability the Maternal and Family Health Screening Questionnaire. This form contains a number of questions concerning you and your families' medical histories, past medical problems and risk behaviors. The questions are intended to identify circumstances that might prevent use of your banked stem cells, and are similar to the types of questions asked when a person donates blood. Many of the questions might not apply to you and your families, but we are required by law or professional standards to ask them. You will permit Americord Registry LLC to review and keep the Questionnaire and information from your and your child's medical records.

Testing: You will permit Americord Registry LLC to arrange for the blood collected from your arm and for the cord blood and placenta to be tested by a clinical laboratory for contagious diseases, such as Hepatitis B, Hepatitis C, cytomegalovirus (CMV), human T-lymphotropic virus (HTLV I and II), syphilis and HIV (the virus that causes AIDS), and to undergo DNA analysis and Human Leukocyte (white blood cell) Antigen typing. To the extent permitted by professional and industry standards, you will permit us to arrange for future clinical laboratory testing of retained samples of blood collected from your arm and your cord blood and placenta. You will permit these laboratories to furnish their testing results to Americord Registry LLC, and Americord Registry LLC to furnish these testing results to persons who need to know them in connection with the future use of the banked stem cells. If tests indicate that you or your child may have HIV or AIDS or another serious disease, you will permit Americord Registry LLC to notify you, your Practitioner and, in some cases, public health officials as required by law. If you think you may have been exposed to HIV, AIDS or other serious disease, you should promptly be tested for these conditions and not rely on Americord Registry LLC testing. It may take longer to get test results back from Americord Registry LLC. You will also permit Americord Registry LLC to ask your Practitioner to notify you if testing indicates that you or your child may have a serious disease. You understand that Americord Registry LLC is not a clinic or hospital that treats patients, and your Practitioner or other health professional will be responsible for counseling you regarding any test results.

Confidentiality: We will keep confidential and private any information that could identify you or your child, except to the extent required by law and professional practice. You will permit Americord Registry LLC to contact you at a later date regarding your Americord Registry LLC services or to obtain supplemental medical information.

Benefits: Stem cells from cord blood or the placenta may be available to your child or your child's close blood relatives should they be needed later in life. Stem cells from the placenta may offer an opportunity to increase the amount of stem cells available for use should the stem cells be needed for transplant. Materials from your donated placenta or placenta-derived stem cells may help others through non-clinical research uses.

Possible Risks and Discomforts: Americord Registry LLC will advocate that your Practitioner follow normal obstetrical protocols, and make no changes in standard care in an effort to affect the cord blood or placenta collection process. This is because there is always a risk that changes from standard practice could raise medical risks for you or your child. Taking blood from your arm may cause bruising, infection, fainting, pain, or discomfort. Your Practitioner should take all normal precautions to prevent these from happening. If you donate the placenta-derived stem cells, they will not be available to you or your family.

If You Have Any Questions: If you have any questions, comments or concerns about storing cord blood stem cells or placenta-derived stem cells, email us at client_questions@americordregistry.com or call 1-866-503-6005.

Consent: I am at least 18 years old. I have read and I understand and agree to the terms of this Consent Form, and it is written in a language that I understand. I have also spoken to my Practitioner. I have been given an opportunity to ask and have my questions answered to my satisfaction about storing cord blood stem cells, placenta storage, and placenta-derived stem cells for private use and donating the placenta and placenta-derived stem cells for non-clinical research uses, and I understand the risks and benefits. On behalf of my child and myself, and subject to the terms and conditions of this Consent Form and my execution of the Participation Agreement, I hereby consent to (i) store the cord blood derived stem cells with Americord Registry LLC under the Cord Blood Banking service outlined above, or (iii) store the placenta, the stem cells derived from the placenta, and the cord blood derived stem cells with Americord Registry LLC under the Cord Plus service outlined above.

Please complete this form as accurately as possible and write legibly in ink.

Baby's Mother

Full Name _____

Maiden Name _____

Social Security Number _____

Date of Birth _____

Address _____

City _____

State/Zip _____

Home Phone _____

Cell Phone _____

E-mail _____

Occupation _____

Due Date _____

Scheduled C-Section YES NO

Baby's Father

Full Name _____

Social Security Number _____

Date of Birth _____

Address _____

City _____

State/Zip _____

Cell Phone _____

Occupation _____

Obstetrician/Midwife

Name _____

Practice/Office Name _____

Address _____

City _____

State/Zip _____

Office Phone _____

Office Fax _____

Pediatrician

Name _____

Address

_____

City _____

State/Zip _____

Office Phone _____

SURROGATE and/ or Egg Donor[1]

☐ NO ☐ YES: Complete the following:

☐ Surrogate ☐ Egg Donor

Surrogate's Full Name _____

Social Security Number _____

Date of Birth _____

Address _____

City _____

State/Zip _____

Phone _____

(1): The Maternal and Family Health Screening Questionnaire must be completed by both the biological mother (egg donor) and gestational carrier (surrogate) if these are different women.

Maternal and Family Health Screening Questionnaire

Mother's Name:

It is important that the Mother answer these questions completely and accurately. If you have any questions regarding this questionnaire, please contact Americord Registry at 1-866-503-6005 during business hours. Our representative may call you to follow-up on this information. Please use pen, circle your answers and provide any explanations or dates where applicable. Keep a copy of this form for your records.

1. Are you in good general health? YES / NO
2. Have you ever had a blood disease, bleeding disorder, diabetes, cancer, problems with your heart, liver, lungs, or kidneys, or an organ or bone marrow transplant? YES / NO
3. Have you ever had yellow jaundice, liver disease, hepatitis, or a positive test for hepatitis? YES / NO
4. In the past 12 months have you had close contact with anyone with hepatitis or yellow jaundice or had sex with a male who has ever had sex with another male? YES / NO
5. In the past 12 months have you had a blood transfusion, major illness, surgery, tissue transplant or graft such as skin or bone, or exposure to rabies? YES / NO
6. In the past 12 months have you had a tattoo, ear or body piercing, or acupuncture? YES / NO
7. In the past 12 months have you had contact with someone else's blood, had an accidental needle-stick, or been in jail or prison for more than 72 consecutive hours? YES / NO
8. In the past 12 months have you had a sexually transmitted disease? YES / NO
9. Do you have HIV/AIDS, a positive test for HIV, or had sex with anyone with HIV/AIDS or at high risk for HIV/AIDS? YES / NO
10. Have you ever taken clotting factor concentrates, taken money, drugs, or other payment for sex, or used a needle to take non-prescribed drugs or steroids, or had sex with anyone who has? YES / NO
11. Have you ever had tuberculosis, malaria, babesiosis, Chagas' disease, West Nile virus, Creutzfeldt-Jakob disease (CJD), or any neurologic disorder? YES / NO If YES, PLEASE SPECIFY:
12. Have you ever received a dura mater (brain covering) graft or received or had close contact with someone who received live cells, tissues, or organs from an animal (xenotransplant)? YES / NO
13. Do you have or have you ever had a history of drug or alcohol abuse? YES / NO
14. In the past 3 years have you traveled outside the United States or Canada? YES / NO If YES, where and when?
15. Since 1980 did you spend more than 5 years in Europe or receive a blood transfusion in the United Kingdom (England, Northern Ireland, Scotland, Wales, the Isle of Man, Channel Islands, Gibraltar, or the Falkland Islands) or France? YES / NO
16. From 1980-1996 did you spend time totaling 3 months or more in the United Kingdom or did you reside at US military bases in Europe totaling 6 months or more? YES / NO
17. Since 1977 have you ever been in Africa, had a blood transfusion in Africa or had sexual relations with anyone who was born in or lived in Africa? YES / NO
18. In the past 8 weeks have you received the smallpox vaccine or had close contact with the smallpox vaccination site of anyone else, and if yes, did you have any skin rash or illness since then? YES / NO
19. In the past 8 weeks have you received any vaccinations or other shots? YES / NO If YES, PLEASE SPECIFY:
20. Have you ever taken Propecia®, Accutane®, Soriatane®, Proscar®, Tegison®, Avodart®, an unlicensed vaccine, Growth Hormone from Human Pituitary Glands, Insulin from cows, or Hepatitis B Immune Globulin? YES / NO If YES, which medication? When?
21. Have you ever been deferred as a blood donor for any reason? YES / NO If YES, for what reason and when?
22. Have you or anyone in the baby's father's or mother's family had sickle cell disease, thalassemia, aplastic anemia, Fanconi's anemia, chronic granulomatous disease (CGD), Hunter's or Hurler's disease or any other storage disease, severe combined immunodeficiency syndrome (SCID), Creutzfeldt-Jakob disease (CJD), any neurologic disorder, leukemia, lymphoma, melanoma, or any blood/ bleeding or genetic disorders? YES / NO If YES, PLEASE SPECIFY:

Comments (include question numbers):

_____

_____

Mother's Signature:_____ Date:_____